OFFICE OF THE ASSISTANT CONSERVATOR OF FORESTS, KADUR DIVISION, CHIKMAGALUR.

Notification dated the 5th September 1930.

is hereby informed for general information that the exclusive right of collecting the Forest Produce on all Government unoccupied lands, Amrut Mahal Kavals, State s, Reserved Lands and Plantations for two years from 1st July 1930 to 30th June will be sold talukwar by public auction on the dates and at the places specified —

Taluk comprised	Place of sale	Date of sale	Officer conducting the sale
Kadur Division.			
... .	District Forest Office, Chikmagalur.	13th October 1930	By the District Forest Officer, Kadur Division
... .	Do do		
... ..	Do do		

emarks.—Excludes the produce of inam, jodi, kayamgutta, sarvamanya, kandayam, her lands, which are in the occupancy of private individuals as well as village "Ama- which is sold separately by the Amildar in the Revenue Department.

illage amarayi consists of the following ten kinds of produce found in the assessed gomal, kharab lands, gavtana and other lands set apart for communal purposes:—

1. Hunse, 2. Mavu, 3. Seege, 4. Cocoanut, 5. Hippe, 6. Neralu, 7. Halasu, 8. Jali, nge seeds and leaves, 10. Byala.

B.—(1) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken for cultivation during the currency of the lease.

Description of produce.

rind fruit	Kan cardamom	Chilldabija
kayi	Mrsani buds	Chagachebija
	Halmaddi.	Guggala
	Hulgal seeds	Nim seeds
wax	Cinnamon seeds.	Cashewnut.
rang	Vetehuli	Pappalichakke
ija or marking nut	Bende fibre	Hippe seeds
apple	Wild olive	Mango fruits
ns	Silk cotton	Kalluhuvu
lipoppu or charpoppu	Kirichal (State Forest)	Makliberu (State Forest)
	Pith	Sogadeberu do
	Linseed	Kakkekayi
yi	Bolar bark	Somechekke
agache	Pot stone	Lehi fruit
t	Rampatre or kanpatre	Inglara
Madakai	Jungle saffron	Nili seeds
harine	Patanga	Nux-vomica
astor seeds	Bones	
epper	Maddi	

The auction will commence at 2 P.M., and if it is not concluded on the same day, be continued on the next following day at the same hour.

Defaulters on account of previous leases will not be permitted to bid.

No person will be allowed to bid unless he (1) produces a certificate from the r of the Taluk in which he resides in regard to his solvency and its extent or an ex- certificate as provided in clause 5 and (ii) deposits also with the officer holding the sum of Rs. 200 which must be in the form of cash or currency notes.

The highest bidder shall deliver his solvency certificate to the officer conducting e and get in exchange, if he so desires, a certificate signed by the latter which will be for him to bid at auction sale in any one of the remaining divisions.

Forests and the Conservator of Forests, Shimoga, who, at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

7. The successful bidders shall immediately after the close of the sale, credit into the Government Treasury, one-quarter of the total sale amount including the deposit already made together with local, railway and other cesses, on the entire lease amount at the rates prevailing in the district. In default, the deposit will be forfeited and the right resold. Such resales will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government right but will have no claim to any surplus accruing therefrom. Such losses will be recoverable as an arrear of land revenue.

8. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

9. Within fifteen days of the intimation of the confirmation of the sale the successful bidder shall execute anagreement with one or more sureties to the satisfaction of the District Forest Officer, on a stamped paper of proper value, procured at his own cost, and also furnish security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit.

In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, and the right resold, at the defaulter being liable for any deficit, in the three-fourths of the original sale amount. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Note.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the Deputy Commissioner and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

10. The balance of three-fourths of sale amount will be paid in three equal instalments as follows:—

First khist	on or before	1st November 1930.
Second	do	1st March 1931.
Third	do	1st July 1931.

In default to pay the instalments on due dates, the contract will be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation or any other law in force for the time being.

Further conditions to be entered in the agreement are:—

(a) The lessee, his maistries or servants shall not cut or injure any tree in any way on the plea of collecting the produce.

(b) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the produce.

(c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests. If any sub-lessees are approved, such sub-lessees shall not further sub-let it without previous sanction.

(d) The coolies employed by the lessee or sub-lessee must take permits from the Range Officers when they enter State Forests.

(e) The lessee or sub-lessee shall keep accounts showing the quantity of the produce collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a ranger having jurisdiction within the area referring to the lease, and the Officers of the Revenue and the Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(f) The lessee or sub-lessee shall render every month to the District Forest Officer, an account of the number of cart-loads of the produce collected and carted

issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

Note.—(1) Forest forms 84 and 85 shall be used.

(*h*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally. They will be liable also under the Forest Regulation, irrespective of any action that may be taken under the contract.

(*i*) The lessee or sub-lessee shall remove out of the limits of the taluk before the 30th June 1932, all the produce collected and stored under the terms of the lease.

(*j*) Neither the lessee nor sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(*k*) No collection of the minor forest produce will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*l*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*m*) The lessee or sub-lessee has no right to the produce or trees on occupied lands and the village Amarai as detailed in para 1 above.

(*n*) No damage will be caused to the trees while collecting the minor forest produce any such damage will be assessed by the Range Forest Officer, which will be approved by the District Forest Officer. The District Forest Officer's decision in the assessment of the damages will be final. The assessed damages will be recovered from the security deposit of the lessee.

(*o*) The lessee or sub-lessee shall hold responsible himself for the acts of his agents or servants in the business of collection and transport.

11. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the District Forest Officer, the Conservator of Forests, Shimoga, or the Chief Conservator of Forests as the case may be. In the case of mere forfeiture of the deposit amount, in part, or in full, the difference will be made good immediately by the contractor; and it not, the lease will be cancelled and resold at the risk of the original purchaser, who will be liable for any loss which will become recoverable as an arrear of land revenue but not participate in any profits.

Abstract Notification dated 29th August 1930.

The attention of the public is invited to the detailed sale notification, dated the 29th August 1930, published on pages 1079—1080, Part VI of the *Mysore Gazette*, dated 11th September 1930, regarding the sale of right of collection and removal of bamboos in the several forests of this Division.

Abstract Notification dated 30th August 1930.

The attention of the public is invited to the detailed notification, dated 30th August 1930, published on pages 1081—1082, Part VI, dated 11th September 1930, of the *Mysore Gazette*, dated the right of grazing cattle in the several Plantations of the Kadur Division.

Abstract Notification dated 29th September 1930.

The attention of the public is invited to the detailed sale notification, dated 29th August 1930, published on pages 1080—1081, Part VI of the *Mysore Gazette*, dated 11th September 1930, regarding the sale of right of collection and removal of canes in the forests of Mudigere and Koppa Ranges.

S. VENKATAVARADIENGAR,
District Forest Officer.

ENGINEERING DEPARTMENT.